

**AGREEMENT**

between **CLARK COUNTY** and

**TEAMSTERS LOCAL 662**

January 1, 2021 through December 31, 2022

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Section 1: It is intended that this Agreement shall be an implementation of the provisions of Wis. Stat. 111.70 consistent with that legislative authority which devolves upon the County of Clark.

Section 2: Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering rates of pay, hours of work, and conditions of employment.

Section 1: The Employer recognizes Teamsters Local 662 as the exclusive bargaining representative of all regular full time and regular part time employees with position titles of Courthouse Security Deputy, Detective, Drug Investigator, Patrol Deputy, Patrol Sergeant, Recreational Patrol Deputy, K9 Patrol Deputy, and School Resource Officer excluding all other Clark County Sheriff's Office positions not listed including, but not limited to, the Sheriff, Chief Deputy, Reserve Patrol Deputy, supervisors, managers, and confidential/administrative employees. New position titles or position titles that are terminated may be included or removed during the course of the agreement. Clark County Sheriff's Office is hereinafter referred to as the "Office".

Part time employees shall earn seniority on a prorata basis. Part time employees shall be eligible for fringe

benefits on a prorata basis equivalent to benefited part-time positions of general Clark County employees. All prorating under this section shall be on the basis of a comparison of the part time employee's regularly scheduled hour of work, or prior year's regular hours, whichever is greater, to 2,080 hours per year. For example, a part time employee regularly scheduled to work 1,040 hours per year would be eligible for prorated benefits at a level representing 50% of the level of benefits provided to a full time employee.

### **ARTICLE 3 - DUES DEDUCTION**

Dues Deduction: The Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the Association dues.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted to the Association in one lump sum not later than the 15<sup>th</sup> of each month.

Authorization of dues deduction by a member may be revoked subject to the terms of the dues deduction authorization form and applicable laws.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the Association or local Association Constitution and By-Laws. The Employer agrees to notify the Association in writing of the name of any new hire into the bargaining unit. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

It is expressly understood and agreed that Association will refund to the Employer or the employee involved any dues erroneously deducted by the employer and paid to Association and/or the Local Association. Association shall indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney fees, which may arise out of Employer's compliance with this Article.



#### ARTICLE 4 - SENIORITY

Section 1: Seniority shall be determined by length of service within the Office plus such additional time as is required or granted for vacation, leave of absence, illness and accident. Seniority for the purpose of bidding and lay off is determined by the date of hire into the Office for positions covered by the collective bargaining agreement, except starting after the separation of the Dispatch/Corrections from the patrol division those entering this bargaining unit will use the date they enter this bargaining unit for seniority for bidding and layoffs. An employee's seniority is nullified:

- A. If employee is laid off and is not recalled to work within two (2) years from the date of layoff;
- B. If employee quits;
- C. If employee, having been laid off and is recalled to work, fails to report at the scheduled time, unless prevented from doing so because of illness or other good cause;
- D. If employee is discharged and not subsequently reinstated;
- E. If employee fails to report to work at the termination of a leave of absence, unless unable to notify for physical or other reasonable excuse;
- F. If employee, on a leave of absence for personal or health reasons, accepts other full-time employment without permission; and,
- G. If employee retires.

Section 2: When layoffs are necessary, those employees with the least seniority shall be laid off first, provided those employees retained are capable of carrying on the operation. Employees who are laid off may utilize their seniority rights and bump into equal or lower paying positions held by employees with less seniority, provided the senior employee is qualified for the new position. When employees are called back to work, those employees having the greatest seniority shall be called back first providing they, together with those on the job, are capable of carrying on the usual operation. An exception to this provision shall be by mutual agreement between the Employer and the Association.

Section 3: A new employee shall work under the provisions of this Agreement, but shall be employed only on a one (1) year trial basis, during which period he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. After one (1) year, the employee shall be placed on the regular seniority list. The one (1) year probationary period may be extended one time to a maximum of ninety (90) days upon the mutual consent of the Employer and the employee. Absences of five (5) or more

consecutive work days shall extend the probationary period an additional number of days equal to the number of days absence.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 1:** Grievance A grievance is defined to be a controversy between the Association and the Employer, or between any employee or employees and the Employer as to:

- A. A matter involving the interpretation of this Agreement;
- B. Any matter involving an alleged violation of this Agreement in which an employee, or group of employees, or the Employer maintains that any of their rights or privileges have been impaired in violation of this Agreement; and,
- C. Any matter involving working conditions.

**Section 2:** A grievance shall not be considered if based upon a condition or event that has not occurred or existed, or the employee knew or reasonably should have known of the condition or event more than 15 days immediately prior to the date on which the grievance is first presented. Grievances affecting an employee or group of employees may be filed by the Association.

A written grievance shall utilize the grievance form provided by the Association (See Addendum B). A written grievance shall be signed by the grievant and shall set forth the nature of the dispute, the relief sought, the specific provision(s) of the contract alleged to have been violated, and shall state whether a meeting, described in Step 2 is requested.

**Section 3: Procedure:** Grievances shall be processed in the following manner: (Time limits set forth shall be exclusive of Saturdays, Sundays, and holidays.)

**Step 1:** The grieved employee(s), with a representative of the Association or his/her designee if desired, shall discuss the matter with the grieved employee's immediate supervisor. If the matter is not resolved within five (5) days, the grievance may be advanced to Step 2. If resolved by written settlement, the written settlement shall be submitted to the Association representative, chief deputy, and grievant within five (5) days after the decision.

**Step 2:** The grievance shall be considered settled in Step 1 unless a written grievance is submitted to the grieved employee's immediate supervisor within five (5) days after the completion of Step 1. The employee has the option of having their immediate supervisor address the grievance or may request a

meeting with their immediate supervisor, the Sheriff and the Chief Deputy. The grievant may be accompanied by the Association Steward to the meeting.

A. If the grievant wishes to have their immediate supervisor deal with the grievance, the supervisor shall provide a written response within five (5) days following receipt of the written grievance. Copies of the response shall be sent to the grievant, the Association Steward, and the Chief Deputy. If the matter is not resolved, it may be advanced to Step 3.

B. If the grievant wishes to meet with their immediate supervisor, the Sheriff, and the Chief Deputy, a meeting will be convened within ten (10) days following the immediate supervisor's receipt of the written grievance. A written response to the grievance shall be provided within five (5) days after the meeting. Copies will be distributed as indicated in A. If the matter is not resolved, it may be advanced to Step 3.

Step 3: The grievance shall be considered settled in Step 2 unless the written grievance is submitted to the Clark County Law Enforcement Committee, hereinafter referred to as the "Committee", within fifteen (15) days after the completion of Step 2. The grievant or the Committee may request a joint meeting to discuss the grievance. If a meeting is requested, it shall be placed on the agenda for the next regularly scheduled Committee meeting. The grievant may be accompanied by a representative of the Association or his/her designee to the meeting. The Committee shall provide a written response to the grievance within fifteen (15) days following receipt of the grievance or, if a meeting is scheduled, fifteen (15) days after the meeting. If the matter is not resolved, it may be advanced to Step 4.

Step 4: If the grievance is not settled in the preceding step, the Association may appeal the grievance to the Clark County Personnel Committee. Such notice shall be in writing and submitted within ten (10) working days after receipt of the answer in Step 3. The Association and the Personnel Committee shall meet at a mutually agreeable time within thirty (30) days. The Personnel Committee shall give its answer in writing to the Association within ten (10) working days after this discussion.

Step 5: If an employee grievance is not settled at Step 4, either party may take the matter to arbitration as hereinafter provided.

Section 4: Arbitration:

- 1
- 2 A. If an employee grievance is not satisfactorily settled at Step 4, either party may take the
- 3 matter to arbitration by informing the other party, in writing, within ten (10) days, that
- 4 the dispute be submitted to the Wisconsin Employment Relations Commission.
- 5 B. The grievance shall be submitted to arbitration by requesting the WERC to provide
- 6 the parties with a list of five (5) impartial arbitrators. The parties shall alternately
- 7 strike names from such list until one remains. A coin toss shall determine which
- 8 party strikes first. The parties shall exercise the strikes within fifteen (15) days
- 9 following receipt of the panel from the WERC. The remaining arbitrator shall then be
- 10 notified of his/her appointment to conduct the grievance arbitration. The decision of the
- 11 arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not
- 12 modify, add to, or delete from the express terms of this Agreement.
- 13 C. The written decision of the arbitrator shall be final and binding upon both parties.
- 14 D. Both parties shall share equally the cost of arbitration, including the arbitrator's fees and
- 15 transcript fees. Each party, however, shall bear its own cost of witnesses and all other
- 16 out-of-pocket expenses including possible attorney fees. The transcript fee shall be
- 17 shared equally only if both sides agree to a transcript. If either party chooses not to
- 18 have a transcript, the other party shall have the opportunity to pay for the transcript
- 19 and to have exclusive use of that transcript, or to not order a transcript. Any filing or
- 20 registration fee required by the Commission shall be paid by the party initiating the
- 21 grievance.
- 22

23 Section 5: General Grievances: Grievances involving the general interpretation, application or

24 compliance with this Agreement may be initiated starting with Step I in Section 3 of the procedure above noted.

25

26 Section 6: At all steps, both the grievant and a representative of the Association or his/her designee will

27 receive copies of management's written response. Time limits shall commence as of the date of receipt of

28 those responses by the parties.

29 Section 7: Time: The time limits set forth in the foregoing steps may be extended by mutual agreement in

30 writing.

31



1 **ARTICLE 6 – DISCIPLINE**

2 Section 1: The parties recognize the principle of progressive discipline. No disciplinary action shall be taken  
3 against employees except for just cause. The employee shall have the right of representation at any disciplinary  
4 meeting or hearing. Written notice of any disciplinary action shall be provided to the affected employee and a  
5 representative of the Association or his/her designee. The written notice shall set forth the specifics upon which  
6 the discipline is based.

7  
8 Section 2: The following shall be the sequence of disciplinary action:

- 9 A. Verbal warning;  
10 B. Written reprimand;  
11 C. Suspension;  
12 D. Discharge.

13 Section 3: The County may repeat disciplinary action. The above sequence of disciplinary action need  
14 not apply in cases where the infraction is considered just cause for suspension or immediate discharge. The  
15 employee shall have the right of representation at any disciplinary meeting or hearing. Written notice of  
16 any disciplinary action shall be provided to the affected employee and a representative of the Association or  
17 his/her designee. Such written notice shall set forth the specifics upon which the discipline is based.

18  
19 **ARTICLE 7 - MAINTENANCE OF STANDARDS**

20 Section 1: The County agrees that all conditions of employment in its individual operation relating to  
21 wages, hours of work, overtime differentials, and general working conditions which are mandatory  
22 subjects of bargaining, shall be maintained at not less than the highest standards in effect at the time of the  
23 signing of this Agreement, and the conditions of employment are made elsewhere in this Agreement it is  
24 agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the  
25 County or the Association in applying the terms and conditions of the Agreement, if such error is corrected  
26 within ninety (90) days from the date of error, subject to approval of both parties.

27  
28 Section 2: The County agrees not to enter into any agreement or contract with its employees who are  
29 covered by this contract, individually or collectively, which in any way conflicts with the terms and  
30 provisions of this Agreement. Any such agreement shall be null and void, unless a secret ballot vote of the  
31 majority of the employees covered by this contract approves the same at a joint meeting between the County

1 and the Association.

## 3 ARTICLE 8 – WAGES

4 Section 1: Salary and classification listed in Addendum “A,” and attached hereto, shall be effective January 3,  
5 2021, with subsequent base wage increases implemented on the first day of the first full payroll of the calendar  
6 month agreed upon, unless otherwise specified. Any abuse of this shall be subject to the grievance procedure.

7 Section 2: “Wages shall be paid by direct deposit to an account designated by the employee.”

## 9 ARTICLE 9 - HOURS OF WORK

10 Section 1: The work period for Patrol Deputy, Patrol Sergeant and Recreational Patrol Deputy assigned to  
11 patrol is fourteen (14) days. Within each work period, the full time employees in those divisions shall work  
12 twelve (12) hours per day and shall be scheduled to work two (2) days, have two (2) days off, work three (3)  
13 days, have two (2) days off, work two (2) days, and have three (3) days off. Regular part time employees will  
14 work the same schedule but shall work between six (6) and twelve (12) hours per day. Since regular full time  
15 employees working this schedule average approximately 2,190 work hours per person per year, each full time  
16 participating employee shall earn 110 hours of compensatory time per year in increments of 4.22 hours per  
17 work/pay cycle in lieu of being paid the four (4) of their schedule eight-four (84) hours in the work period. The  
18 employee may elect to bank the compensatory time or be paid out to them at time of accrual. Shifts worked  
19 which cross two calendar days will be credited to the date when the shift first began.

20  
21 Section 2: The work period for K9 division is fourteen (14) days. Within each work period, the full time  
22 employees in those divisions shall work eleven (11) hours per day with an additional one (1) work hour  
23 paid each shift to account for care of the K9 and shall be scheduled to work two (2) days, have two  
24 (2) days off, work three (3) days, have two (2) days off, work two (2) days, and have three (3) days off.  
25 Since regular full time K9 employees working this schedule average approximately 2,190 work hours per  
26 person per year, each full time participating employee shall earn 110 hours of compensatory time per year in  
27 increments of 4.22 hours per work/pay cycle in lieu of being paid the four (4) of their schedule eight-four (84)  
28 hours in the work period.. The employee may elect to bank the compensatory time or be paid out to them at  
29 time of accrual. Shifts worked which cross two calendar days will be credited to the date when the shift first  
30 began.

1  
2 Section 3: The work period for Detectives and Drug Investigator is eighty (80) hours in each  
3 fourteen (14) days. Within each work period, Detectives and Drug Investigator shall be scheduled to work  
4 eight (8) days scheduled Monday through Friday and work ten (10) hours per day with the ability to flex their  
5 time as mutually agreed upon with office administration. Overtime will not be paid until eighty (80) hours has  
6 been satisfied within a work period. Shifts worked which cross two calendar days will be credited to the date  
7 when the shift first began. Detectives will be assigned to take weekend calls on a rotating basis. When a  
8 Detective is assigned an on-call weekend, they shall be compensated at the rate of \$2.50 per hour for all  
9 of that weekend in addition to any call in pay or overtime worked. "Weekend" is defined as Friday 5:00pm to  
10 Monday 7:00am.

11  
12 Section 4: The work period for Courthouse Security Deputy (CSD) and School Resource Officer (SRO) is eighty  
13 (80) hours in each fourteen (14) days. Once 80 hours is reached overtime will be accrued at time and a half. A  
14 request must be submitted by the first payroll of each new calendar year, for these positions to have the option of  
15 electing the accrual of compensatory time in lieu of being paid overtime. Within each work period, full time  
16 employees in this division will be expected to work during hours of operation for their assigned facility. The  
17 schedule may change each work period depending on the facility's needs.

18 The CSD will be regularly scheduled Monday through Thursday from 7:00am to 5:00pm. Exceptions to this  
19 schedule would be based on court/courthouse needs and would need to be approved by the Sheriff, Chief Deputy  
20 or Captain each time it is needed.

21 The SRO will be regularly scheduled Monday through Friday from 8:00am to 4:00pm. Exceptions to this  
22 schedule would be based on the schools' needs and would need to be approved by the Sheriff, Chief Deputy or  
23 Captain each time it is needed. When school is not in-session, the SRO will work patrol functions, community  
24 relations, recreational patrol, courthouse security, or fill other office needs.

#### 25 **ARTICLE 10 - OPEN SHIFTS AND OVERTIME**

26 Section 1: "Open Shift" is defined as the result of a vacancy of coverage in a shift typically designated to a  
27 regular full-time union position. Such a vacancy may result from leave, termination or training obligations.

28  
29 In the event that the office encounters an open shift, the office may offer the open shift to any employee of the  
30 Clark County reserve patrol deputy pool prior to offering the open shift to another union employee, according to  
31 the following scheme:



- 1
- 2           A.     An open shift occurring with 30 or more days of notice may be offered to any employee of
- 3                     Clark County reserve patrol deputy pool by Office Administration.
- 4
- 5           B.     An open shift occurring with 29 or less days of notice may be offered to any employee of
- 6                     the Clark County reserve patrol deputy by Office Administration within 48 hours of
- 7                     notification. If no Clark County reserve patrol deputy accepts the open shift, then the
- 8                     position will be made available to union patrol deputies as Overtime.
- 9
- 10          C.     Any Clark County reserve patrol deputy accepting an open shift are not subject to losing
- 11                     an accepted open shift to union employees exercising seniority.
- 12

13   Except as provided in Section 2, all regular part time employees covered by this agreement shall be

14   paid one and one-half (1½) times their normal hourly rate for all time worked in excess of 80 hours in a

15   work/pay cycle. Full time employees covered by this Agreement shall be paid one and one-half (1½)

16   times their normal hourly rate for all time worked outside their normal work day or work schedule.

17   Overtime within the office shall be offered starting with the most senior employee within the

18   position needed and then within the office. Senior employees unavailable for the overtime will be skipped

19   in the seniority list and will be treated the same as those refusing the offer. Employees are subject to call

20   twenty-four (24) hours a day in case of emergency. The procedure provided for in this paragraph shall be

21   administered consistent with the following:

22

- 23          A.     Overtime of which management has at least eight (8) hours advance knowledge
- 24                     shall be administered consistent with the above procedure;
- 25
- 26          B.     Overtime of which management has less than eight (8) hours advance knowledge shall, if
- 27                     possible, be administered consistent with the above procedure;
- 28
- 29          C.     Overtime which is of such an immediate nature that the above procedure cannot
- 30                     reasonably be adhered to may be assigned to any member of the office at the discretion of
- 31                     the department head or his/her designee. All bargaining unit jobs shall be offered to
- 32                     employees who are employed by the County in law enforcement before hiring any outside



1 help. (All overtime hours are subject to approval of individuals designated by the Clark  
2 County Law Enforcement Committee to grant said approval.) For the purpose of this  
3 contract, all law enforcement officers shall be considered full-time deputy sheriffs under  
4 employ of Clark County.

5 Section 2: Regular part time employees must exceed 80 hours in a work cycle/pay period before overtime is  
6 applied.

7 **ARTICLE 11 – MEALS**

8 All employees, when workload permits, shall be entitled to a total of 60 minutes per shift for paid coffee breaks  
9 and/or meal break.

10 **ARTICLE 12 – TRAINING**

11 Section 1: For required training within Clark County, the actual training hours shall be counted as hours  
12 worked. For required training outside of Clark County, the actual training hours and travel time to/from the  
13 training shall be counted as hours worked. If an employee is required to attend training during a work period,  
14 the employee may flex their time with the prior approval of office administration. When an employee attends  
15 training during a work period, overtime will not be paid until the employee has exceeded the number of hours  
16 normally scheduled for a work period. For example, if a Patrol Deputy attends training during a work period,  
17 the employee would have to exceed eighty-four (84) hours for the work period, which may consist of actual  
18 training hours, travel time, hours worked, and/or benefit time, before overtime is paid.

19 **ARTICLE 13 HOLIDAYS**

20 Section 1: The following is a list of holidays utilized for pay consideration.

21 January 1	Thanksgiving Day
22 Good Friday	Veteran's Day (state)
23 Memorial Day	December 24
24 July 4	December 25
25 Labor Day	

26 Effective January 1, 1997, add a floating holiday to be scheduled pursuant to Article 15.

27  
28 Section 2: If an employee is scheduled to work a holiday listed, the employee shall be paid time and one-half  
29 (1½) for the hours of the shift worked on the holiday, plus be allowed eight (8) hours of holiday pay in the  
30 form of compensatory time or straight pay in lieu of the compensatory time. This pay will only be for those  
31 employees who started their shift on the holiday. All employees covered under this agreement

1 scheduled to work the holiday must use a full day of benefit time (for example: PTO, vacation,  
2 comp) if they do not work their scheduled shift. An employee who uses any benefit time on a listed  
3 holiday shall forfeit their eight (8) hours of holiday pay if the shift is required to be filled by another  
4 full time officer working overtime outside of that officer's normal work schedule. Employees who are  
5 not scheduled to work a holiday or who work in excess of the normal shift shall receive an additional half-time  
6 pay for all additional hours worked. (Note: This is in addition to the pay indicated above.)  
7

8 If an employee is not scheduled to work a holiday, but accepts an open shift on one of the holidays listed, the  
9 employee shall be paid time and one-half (1½) for the shift, plus be allowed an additional eight (8) hours of  
10 holiday pay forfeited by the full time officer mentioned above.  
11

12 If an employee is not scheduled to work a holiday listed and does not work, the employee shall be allowed  
13 eight (8) hours of holiday pay in the form of compensatory time or straight pay in lieu of the compensatory time.  
14 Part time employees who are not scheduled to work on a listed holiday shall be paid four (4) hours of holiday pay  
15 in the form of straight time pay. Part time employees who are scheduled to work on a listed holiday shall receive  
16 four (4) hours of straight time pay for the holiday in addition to pay for the actual hours worked in accordance  
17 with Article 10.  
18

19 Section 3: Employees shall notify the Employer in writing on the appropriate time sheet no later than the end  
20 of the employee's tour of duty on a holiday whether or not the employee should be paid for the holiday or  
21 receive compensatory time. If no written notice is received, the employee shall be paid rather than receiving  
22 compensatory time.  
23  
24

#### 25 **ARTICLE 14 - UNIFORMS, EQUIPMENT AND MEAL ALLOWANCE**

26 Section 1: Effective January 3, 2021 the uniform allowance shall be provided by means of a \$ .45 per hour  
27 worked separated from the officer's straight time wage pay. Uniform allowance will be paid at a flat rate of \$  
28 .45per hour for all hours worked. This uniform allowance will not be paid for benefit payout to employees at  
29 termination or any other benefit payout occurrence with the exception of comp time. New hires shall be provided  
30 two pair of pants, two shirts and a tie at the time of hire.  
31

Section 2: Reasonable amounts are allowed for an employee's meals purchased outside of the boundaries of Clark County while in the course of the employee's official duties. Tips may be included up to fifteen percent (15%) of the actual meal charge. Maximum allowable amounts, including tax and tip, are \$7.00 for breakfast, \$12.00 for lunch, and \$20.00 for dinner or \$39.00 per diem upon submission of receipt(s) when the employee is required to be out of the County the entire day

A. A voucher must be submitted to the County to support each claim for reimbursement for meals. Itemized receipts shall be submitted for reimbursement with requests subject to the County's policy.

B. There shall be no reimbursement for meals for any County employee for meals purchased while that employee is on duty within the boundaries of Clark County.

C. Any increases in the maximum allowable amounts and increases in the scope of coverage as to the meal allowance shall be awarded to the employees under this contract if increased by County Board resolution or any interest arbitration award or any contract negotiation of a Clark County Union.

D. The employee's supervisor shall have the discretion to deny inappropriate meal requests.

Section 3: In the event an employee under the Agreement should incur damage, or loss of personal property, resulting from the performing his/her regular assigned duties, not as a result of personal negligence, he/she may be eligible for reimbursement of the actual cost, not to exceed three hundred dollars (\$300.00) in total for any given loss. The employer shall be responsible for replacing or repairing clothing that has been damaged and made unfit for service resulting during the course of employment. This is not damage from normal wear.

#### **ARTICLE 15 – VACATIONS**

Section 1: All employees entering the union after December 31, 2016 will accrue and utilize PTO benefit time with access to disability pay according to the Clark County Handbook (1/1/16) and the following accrual table:

Yrs of Service	Hours per year	Accrue Per Hr (up to 80 per PP or 2080 per yr)	Hours Per PP
0-6	145.6	0.07	5.6
7-12	187.2	0.09	7.2

13-19	228.8	0.11	8.8
20 +	270.4	0.13	10.4

Employees entering the union prior to January 1, 2017 will be afforded windows of opportunity to transition to PTO benefited time with access to disability pay. Written requests for transition with payout and/or banked dollars shall be provided to the Personnel Manager and office administration by July 1<sup>st</sup> each year with an effective date on the first full payroll date in January the following year. Transitions to PTO benefited time shall include both vacation and sick accrual. The maximum number of union members who can transition is two (2) per year based on seniority. Union members can request: 1) 100% payout of accrued time at the rate of pay at the time of request; 2) 100% transition of accrued time to banked dollars for purchased of PTO at the rate of pay at the time of request; or 3) combination of the two (2) options. Requests need to be reviewed /acted upon by the Law Enforcement and Emergency Management Committee first and, if approved, by the Personnel Committee second. Review/action shall occur within sixty (60) days from the date the request is submitted.

Section 2: Employees entering the union prior to January 1, 2017 shall accrue vacation time in accordance with the following table for full-time employees:

Years of Service	Vacation Accrued Per Year	Vacation Accrued Per Pay Period
0-6	80 hours	3.08 hours
7-12	120 hours	4.62 hours
13-19	160 hours	6.16 hours
20 +	200 hours	7.70 hours

Section -3: Vacation shall accrue in accordance with the following schedule for regular part-time employees based on all hours paid up to 80 hours in a two-week pay period:



Years of Service	Prorated Vacation Hours Per Year	Vacation Accrued Per Work Hour
0-6	80 hours	.0384 hours
7-12	120 hours	.0577 hours
13-19	160 hours	.0769 hours
20 +	200 hours	.0962 hours

The maximum number of accrued hours in an employee's vacation bank at any one time shall be 240 hours.

Section 5: Vacations may be taken at any time during the year upon sixty (60) day notice to individuals designated by the Clark County Committee to receive such notice. Senior members shall get first choice of vacation. Vacation requests made with less than sixty (60) day notice may be granted in the discretion of the office. Nothing in this Section, however, prevents the office from rejecting a vacation request based on the needs of the office.

Section 6: Any vacation due an employee leaving the Agreement will be paid out 100%. If the employee still remains employed by Clark County they have the option of 100% payout and/or transition of accrued time to banked dollars for purchased of PTO at the rate of pay at the time of separation,, This includes pro rata vacation earned during the year of separation/termination based on a formula of 1/12th earned vacation for any month in which any work is performed. For the purposes of this Agreement, an on or off the job injury or illness and all other paid leave time shall be considered as time worked.

Section 7: Employees who are primarily assigned to the 12 hour 2-2-3, schedule will be limited to a maximum accumulation of ~~sixty~~ eighty (80) hours of compensatory time. Other employees covered by this Agreement outlined in Article 9 sections 3 & 4 will be limited to a maximum accumulation of forty (40) hours of compensatory time. This includes those hours generated from the schedule described in Article 9, ordered in accrual described in Article 10, as well as from the holidays as described in Article 13. Hours accumulated in excess of the maximum outlined based on the employee's assignment mentioned above shall be paid out at the time the excess occurs. The balance of hours left of comp time at the end of the year must be used by June 30<sup>th</sup> of the following year or they will be paid out. Example, if 10 hours of comp is on the books on December 31<sup>st</sup>, then the employee must use 10 hour of comp by June 30<sup>th</sup> or be paid out for 10 hours of comp time.

Banked compensatory time cannot be elected to be paid out at any other time of the year by any employee, except upon separation at 100%.

#### **ARTICLE 16 - SICK LEAVE**

Section 1: All employees entering the union after December 31, 2016 will accrue and utilize PTO benefit time with access to disability pay according to the Clark County Handbook (1/1/16) and PTO accrual table found in Article 15. Employees entering the union prior to January 1, 2017 will be afforded windows of opportunity to transition to PTO benefited time. Written requests for transition with payout and/or banked dollars shall be provided to the Personnel Manager and office administration by July 1<sup>st</sup> each year with an effective date on the first full payroll date in January the following year. Transitions to PTO benefited time shall include both vacation and sick accrual. The maximum number of union members who can transition is two (2) per year based on seniority. Union members can request: 1) 100% payout of accrued time at the rate of pay at the time of request; 2) 100% transition of accrued time to banked dollars for purchase of PTO at the rate of pay at the time of request; or 3) combination of the two (2) options. Requests need to be reviewed/acted upon by the Law Enforcement and Emergency Management Committee first and, if approved, by the Personnel Committee second. Review/action shall occur within sixty (60) days from the date the request is submitted.

Section 1: Employees entering the union prior to January 1, 2017 shall be allowed to accumulate a total of 960 hours of sick leave credit computed for full-time employees at 3.70 hours per pay period with a maximum of 96 hours per year and computed for part-time employees at a rate of .0462 hours for each hour worked and hour of paid leave with a maximum of 96 hours per year. After 960 are accumulated, employees shall be paid 100% of the unused sick leave over maximum accumulation, to be paid the first payroll in January.

Sick leave shall be used in one-quarter ( $\frac{1}{4}$ ) hour increments.

Section 2: The employee shall notify the individuals so designated by the Committee of such illness. Any employee who is absent from work in excess of three (3) full working days must provide above-noted designee a doctor's certificate or R.N. certificate upon request of designee.

Section 3: Sick leave is a benefit protecting our employees against the financial burden of illness. Any misuse or

1 abuse of sick leave will subject the employee to disciplinary action.

2

3 Section 4: Effective with the ratification of this contract, terminating employees, unless terminated for just  
4 cause, shall be compensated for unused sick leave due to the employee at termination of services, including pro  
5 rata sick accrual earned during the year of termination based on a formula of 1/12<sup>th</sup> earned sick accrual for any  
6 month in which work was performed as follows:

7

8

9	5-9 years of service .....	25%
10	10-15 years of service .....	50%
11	16-20 years of service .....	75%
12	21 years or more of service.....	100%

13

14 Employees with less than 5 years of service who are laid off shall receive 25% of their unused sick leave.

15

16 Section 5: Employee payouts of banked sick time at termination will be taken into consideration when  
17 calculating an employee's time-and-a-half hourly "regular rate." Upon the employee's termination, discrepancies  
18 will be calculated and additional compensations for an increased, time and one-half hourly wage rate paid on the  
19 employee's last paycheck.

20

21 To the extent allowed by law, the payment shall be made to the Section 125 plan, with a cash option under the  
22 plan. Amounts in excess of those allowed by law to be paid into the Section 125 plan shall be paid  
23 directly to the employee. The wage rate for sick leave payout purposes shall be the employee's average  
24 hourly wage rate for his/her last three (3) years of employment.

25

26 Section 6: Advance Notice and Use: In the event that an employee is aware in advance that sick leave benefits  
27 will be needed or due, it shall be the duty of the employees to notify the employer as far in advance as possible,  
28 in writing, of the anticipated time and duration of such sick leave, the reason for requesting such sick leave and  
29 medical certification that the employee will be unable to perform his/her normal work function. Employees  
30 will be required to begin using sick leave on the date after which their doctor certifies that they are medically  
31 unable to perform their normal duties. An employee on sick leave is required to notify the Employer, at the  
32 earliest possible time, of the anticipated date on which the employee will be able to resume his/her normal



1 duties.

2  
3 Section 7: Any sick accrual due an employee leaving the Agreement, but still remains an employee of  
4 Clark County will be paid him/her at the time of change at the rate defined in the above table. If  
5 additional time remains it will be transitioned to banked dollars for purchased of PTO at the rate of pay  
6 the employee is at when the transition occurs. (Example: employee with 12 years of service  
7 earning \$25 per hour, has 100 hours of sick time, takes a position not outlined in this  
8 agreement. At the time of transition 50% of the 100 hours will be paid out the employee during  
9 the normal payroll process, and \$1,250 will be banked for purchase of PTO at a later date.)  
10 This includes pro rata sick accrual earned during the year of termination based on a formula of 1/12th  
11 earned sick accrual for any month in which any work is performed. For the purposes of this Agreement, an on  
12 or off the job injury or illness and all other paid leave time shall be considered as time worked.

#### 13 14 ARTICLE 17 - HEALTH AND WELFARE INSURANCE

15 Section 1: County will offer employees health insurance coverage through a plan selected by the County. If  
16 an employee elects to participate in the County's health insurance and meets the eligibility requirements of  
17 general employees, full time employees shall pay 20% of health insurance coverage premium and the  
18 Employer shall pay 80% of the premium. For part time employees, the County's contribution toward health  
19 insurance coverage premium shall be prorated based on the County's contribution for full time employees. Part  
20 time employees must be regularly scheduled and work at least 30 hours per week to be eligible for participation  
21 in the health care coverage. The prorating shall be based on the actual hours paid in the prior month.

22  
23 Section 2: Employee's contribution to health care coverage premiums shall be deducted from each pay check.

24  
25 Section 3: Worker's Compensation: All employees shall be insured under the Wisconsin Retirement Fund,  
26 Federal Old Age Survivors Insurance, and Worker's Compensation Insurance.

27  
28 Section 4: Insurance: Employees on approved sick leave will remain insured for a period of time covered by  
29 their accumulated sick leave and the balance of the month in which their accumulated sick leave ends. After  
30 this time, they may continue to receive coverage for the duration of their approved sick leave by paying  
31 monthly premiums to the Office of Personnel subject to health insurance plan's terms. The Association shall



1 be notified as to any and all changes on insurance policy. Employees laid off will have their protection  
2 continued for the balance of the month in which the termination or the layoff occurs and may continue  
3 protection up to eighteen (18) months there from, upon payment of monthly premiums subject to health insurance  
4 plan's terms.. Discharged employees may continue protection for up to eighteen (18) months on COBRA  
5 from the date of discharge upon payment of monthly premiums subject to the health insurance plan's terms.

6  
7 Retired employees or those taking an approved leave of absence may continue their protection on COBRA  
8 by paying the monthly premiums subject to the health insurance plan's terms. The employees and the  
9 Association shall be advised in advance of any proposed changes in regard to selection of insurance companies  
10 or insurance coverage.

11  
12 The Employer agrees to provide and pay for false arrest insurance for all employees. The amount of coverage is  
13 to be agreed upon by the Committee and the Association is to be notified as to the amount and any changes  
14 made therein.

15  
16 Employees shall be offered other health/welfare benefits that are made available for general employees subject to  
17 the County's policy.

18 Section 5: All departing employees may remain in the County's Health Insurance group for a period of  
19 eighteen (18) months subject to the health insurance plan's terms.

20  
21 Section 6: The Employer retains the right, with reasonable cause, to require any employee to submit to  
22 a physical and/or psychological examination at the Employer's expense by a doctor of the Employer's  
23 choosing. The employee shall have the right to a second opinion, at the employee's expense, by a practitioner of  
24 his/her choice. The employee may submit his/her claim for examination to the health insurance provider.

25  
26 Section 7: The County shall maintain a Section 125 Plan.

## 27 28 **ARTICLE 18 - BEREAVEMENT LEAVE**

29 Bereavement leave of up to three (3) days shall be granted for making arrangements and attending the  
30 funeral following the death of an employee's spouse, parents, parent-in-law, brother, sister, child,  
31 grandparent, grandchild and step-relations or in-law to the same degree. Bereavement leave shall be with full

1 pay as if worked and shall not be charged against sick leave, vacation, compensatory time or holidays.

2

3

### **ARTICLE 19 - LEAVE OF ABSENCE**

4 Section 1: With the approval of the Committee or its designee, the Employer may grant a leave of absence,  
5 without pay and benefits except as noted above, to any employee at his/her request, for a period not to exceed  
6 sixty (60) days. NOTICE: BENEFIT COVERAGE AND PAY CEASE UPON DATE THAT HAS BEEN  
7 APPROVED FOR LEAVE OF ABSENCE.

8

9 Section 2: Any employee desiring leave of absence from his/her employment shall secure written permission  
10 from both the Association and the Clark County Law Enforcement Committee or its designee. The  
11 maximum leave of absence shall be for sixty (60) days and may be extended for like periods. Permission for  
12 same must be secured from both the Association and the Committee or its designee. During the period of  
13 absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with  
14 this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work  
15 because of proven sickness or injury shall not result in the loss of seniority rights.

16

17 Section 3: Federal and State FMLA regulations apply to medically related leave.

18

19 Section 4: Seniority shall continue to accrue during leaves of absence less than 30 days in duration. Accrual of  
20 seniority benefits shall cease if the leave of absence exceeds 30 calendar days. If the leave of absence is due  
21 to military service, seniority shall continue to accrue so long as the leave is necessary for military service.

22

### **ARTICLE 20 - RETIREMENT CONTRIBUTIONS**

24

25 Eligible employees are enrolled in the Wisconsin Retirement System (WRS) with eligibility determined by the  
26 WRS Administration Manual. The employee and employer will contribute the WRS percentage rates correlating  
27 with the annual changes released through the Department of Employee Trust Funds.

28

### **ARTICLE 21 - SAFETY EQUIPMENT**

30 No employee shall be required to take out equipment that is not safe, mechanically sound, and properly equipped  
31 to conform with all city, state, and federal regulations.

1

2                                   **ARTICLE 22 - AUTOMOBILE CARE AND TRAVEL**

3 Employees assigned County-owned squad cars shall keep them reasonably clean inside and out and shall  
4 assure that all equipment is maintained in proper working order. Employees assigned County-owned squad  
5 cars, in exercising sound discretion, shall be allowed to use their assigned County-owned squad cars for  
6 personal, individual use within Clark County; to commute to and from the employee's place of residence (even if  
7 located outside Clark County); and for any travel outside of Clark County that is preauthorized by Office  
8 administration.

9

10 Repairs of County-owned vehicles and equipment must be authorized by the Committee or its designee.

11

12 Mileage reimbursement (if applicable) shall be pursuant to the most recent County Board resolution.

13

14                                   **ARTICLE 23 - SWITCHING OF DUTY HOURS**

15 Employees will be allowed to change shifts and/or days off with one another, subject to approval of the  
16 Committee or its designee. The employees involved in the switch shall be responsible for being present at  
17 their newly approved work hours for duty and will be subject to disciplinary action by the Committee or  
18 designee if they fail to do so without sufficient reason.

19

20 The time traded must be paid back within six (6) weeks.

21

22                                   **ARTICLE 24 - COURT TIME**

23 Except as provided in Article 10, Section 2, an off-duty employee called to work or to appear in court in  
24 his/her capacity as an employee shall receive a minimum of 2 hours pay at time and one-half (1½). Minimum  
25 call-in pay does not apply when called in early or required to stay after a regular shift. This minimum of two (2)  
26 hours will only apply once a day. All witness fees shall immediately be turned in to the Office's  
27 Administrative Secretary. It will then be forwarded to the County Treasurer to become the property of the  
28 County.

29

30                                   **ARTICLE 25 – RESIDENCY**

31 Employees covered under this agreement must reside within 15 miles of the jurisdictional

boundaries of the local government unit.

## **ARTICLE 26 - JOB POSTING AND NOTICE**

**Section 1: Postings:** Clark County shall provide a bulletin board at the Clark County Sheriff's Office for the purpose of posting official Association business. The Committee or its designee shall post all new positions or vacancies, which it elects to fill, on the bulletin board for a period of seven (7) days prior to receiving applications. A written notice will also be sent to the home address or personally delivered to those Association members, or an email sent to their county email address, for whom the posted position would constitute a promotion. The seniority list shall be posted and revised yearly by the Employer. All positions filled and the name of the successful applicant shall be posted. The County may, at their option, post for deputy positions by restricted posting or by open posting. A restricted posting is open only to office members. An open posting is open to all qualified candidates from both inside and outside the office.

**Section 2: Basic Qualifications:** Promotions or transfers to other job classifications within the office by bargaining unit members shall be determined as follows:

A. Interested applicants shall submit a letter of interest to the Sheriff or his/her designee. An oral interview shall be conducted by at least one (1) current Detective and two (2) supervisors the rank of Sergeant or higher, of the Sheriff's Office. The interview shall carry a weight of not more than thirty-four percent (34%) of the final grade. Applicants will receive a written notice of their score, - In the event of an open posting for deputy, office member applicants will be awarded 10 points to their raw score.

B. An oral interview shall be conducted by the Committee Chair, the Chief Deputy, and an outside active law enforcement officer of equal or higher rank of the position being interviewed for as selected by the Chief Deputy. The oral interview shall carry a weight of not more than thirty-three (33%) of the final grade.

C. The management personnel of the Sheriff Office shall provide documents and/or information which shall evaluate the applicant's job performance, ability and educational background, the total weight of which shall be no more than thirty-three percent (33%) of the final grade. All union employees shall receive written



1 annual evaluations, with additional evaluations to be provided at the administration's  
2 discretion. Evaluations for outside applicants for patrol deputy shall be completed with  
3 information gathered from their current employer and/or from other sources,  
4

5 D. Credit for length of service as an union employee of the Sheriff's Office shall be calculated  
6 as one (1) final grade point for each year of the first five (5) years of employment and one  
7 (1) additional final grade point for every three (3) years thereafter. Outside applicants will  
8 not be given credit for length service.  
9

10 E. Appointments shall be made by the Sheriff.  
11

12 F. If two or more applicants achieve the same highest final grade, the person with the most  
13 seniority shall be merited for appointment.  
14

15 G. A person must have a minimum of five (5) years of full time law enforcement  
16 experience to qualify for a bargaining unit position above deputy. For positions in the  
17 Detective or Patrol Divisions, individuals must have 5 years State Certified Law  
18 Enforcement experience. Jail Certification/experience is not applicable to these  
19 positions.  
20

21 Section 3: Trial Period: An employee, upon being promoted to another position covered by this agreement,  
22 shall serve a trial period of twelve (12) months in that classification. An employee who does not  
23 satisfactorily complete the trial period at the end of twelve (12) months shall be returned to his/her former  
24 position and his/her former rate of pay with no loss in benefits. Upon return of this employee to their previous  
25 position, if the classification is over normal staffing levels, the employee last hired into the classification  
26 will be returned to their former position at their previous rate of pay without loss of benefits. The County  
27 must notify all involved parties that they may be bumped down or laid off if the return of the employee to  
28 their previous position moves them out of the position they hold. The County agrees that if the person laid off  
29 because of this provision is still qualified for the position, they will consider them for hire to vacation  
30 positions for up to one year following the lay-off.  
31

32 In the event that County determines an employee is not qualified to fill a position before the end of the twelve

1 (12) month period, the County reserves the right to return the employee to his/her former rate of pay. The  
2 employee shall be allowed to return to his/her former position and former rate of pay within the said trial period  
3 upon request. The twelve (12) month trial period may be extended one time by a maximum of ninety (90) days  
4 upon the mutual consent of the Employer and the employee.  
5

6 Any dispute as to qualifications and seniority of any employee applicant for any job shall be subject to the  
7 grievance procedure. All employee applicants shall be notified in writing as to the reasons why they were not  
8 accepted for the position.  
9  
10

#### 11 **ARTICLE 27 - LEAVE OF ABSENCE AND TEMPORARY EMPLOYMENT**

12 Employees shall not be prohibited from engaging in political activity or holding party time office so long as  
13 the same does not conflict with the duties and responsibilities of a deputy sheriff. In the event an employee  
14 desires to run for any public office in Clark County, he/she shall not be required to take a leave of absence.  
15 However, all campaigning should be done on the employee's own time. If he/she desires a leave of absence,  
16 he/she shall apply to the Committee who shall grant the same. If he/she successfully wins the election for  
17 any public office (except Clark County Sheriff), he/she shall, upon assuming such office, sever his/her  
18 employment with the Clark County Law Enforcement Office. If an employee successfully wins the general  
19 election for Clark County Sheriff, or if an employee is appointed Chief Deputy for Clark County, he/she shall  
20 be granted a leave of absence for the term of office, if requested.  
21

22 Seniority shall not accumulate during such leave while he/she serves as Clark County Sheriff or Clark  
23 County Chief Deputy. Upon completion of his/her office as Clark County Sheriff or Clark County Chief  
24 Deputy, he/she shall have thirty (30) days in which to apply to be reinstated to the Clark County SheriffOffice.  
25 Upon application, said returning employee shall be given preference in filling vacancies for which he/she is  
26 qualified and for which no bargaining unit employees have bid. Said Sheriff or Chief Deputy will not  
27 accumulate seniority during the time he/she is in office as Sheriff or Chief Deputy. The seniority accumulated  
28 before holding said office will count toward seniority upon reinstatement to the Clark County SheriffOffice.  
29 Upon reinstatement, he/she shall also be allowed to bid all job openings which first become vacant after his/her  
30 reinstatement This Article shall apply only to employees with four (4) years or more of seniority as the Article  
31 applies to position of Sheriff or Chief Deputy.

1  
2 **ARTICLE 28 - MILITARY LEAVE**

3 If compulsory military training is reenacted by the Congress of the United States, an employee enlisting  
4 or entering military or naval services of the United States shall be reemployed by the Employer when  
5 such employee has completed their military obligation with full seniority rights, provided the employee  
6 returns to work after their first enlistment, unless required otherwise by the United States Armed Forces due  
7 to an emergency, and provided the employee complies with relevant state and federal law regarding re-  
8 employment rights.

9  
10 **ARTICLE 29 - NO STRIKE**

11 The Association agrees that during the term of this Agreement, and until a successor agreement is ratified,  
12 employees will not engage in, encourage, sanction, or support any strike, slowdown, mass resignation, or  
13 mass absenteeism which would involve suspension or interference of the normal work of the office or  
14 other County departments. Any employee participating in these prohibited activities may be discharged or  
15 otherwise disciplined by the County as provided by any applicable law, rule, or regulation. The Employer  
16 agrees that during the term of this Agreement, and until a successor agreement is ratified, the employees  
17 will not be locked out.

18  
19 **ARTICLE 30 – RETIREMENT**

20 All employees shall be considered in protective employment. Employees shall retire as provided by state and  
21 federal law.

22 **ARTICLE 31 - WORK RULES**

23 The Employer may establish reasonable work rules. The Employer agrees to furnish each employee in the  
24 bargaining unit with a copy of work rules. New employees shall be provided with a copy of the rules at the  
25 time of hire. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint  
26 involving discrimination in the application of new or existing rules, shall be resolved through the grievance  
27 procedure.

28 **ARTICLE 32 - JURY DUTY**

29 Employees summoned for jury duty shall suffer no loss in wages for performance of their duty. Employees shall  
30 tender their jury duty pay to the County in return for receiving their regular paychecks. As soon as an  
31 employee is released from jury duty, she shall notify the office and be available for assignment.

1  
2 **ARTICLE 33 - MANAGEMENT PREROGATIVES**

3 Except as otherwise specifically provided in this Agreement, the County retains all the rights and functions of  
4 management that it has by law.  
5

6 Without limiting the generality of the foregoing, this includes:

- 7       A.    The determination of services to be rendered and the right to plan, direct and control  
8             operations.  
9
- 10       B.    The determination of the equipment to be used, as well as the right to introduce new methods,  
11             jobs and classifications, or change, delete, or combine existing methods, jobs or  
12             classifications.  
13
- 14       C.    The determination of the size of the workforce, the assignment of work or workers; the  
15             determination of policies affecting the selection and training of employees, and the right to  
16             hire, recall, transfer, promote, lay off, suspend, or dismiss employees for just cause.  
17
- 18       D.    The establishment of reasonable quality and workmanship standards except as provided  
19             herein.  
20
- 21       E.    The maintenance and disciplining control in use of County property.  
22
- 23       F.    The taking of necessary action to carry out the functions of the County.  
24
- 25       G.    The taking of necessary action to comply with state or federal laws.  
26

27 Provided, however, the Association does not waive the right to bargain the impact or the exercise of these  
28 management rights on wages, hours and conditions of employment. The County agrees that none of these  
29 rights shall be used for the purpose of discriminating against any employee because of membership or non-  
30 membership in the Association, or against any member of the Association because of proper Association



activities.

#### **ARTICLE 34 - SAVINGS CLAUSE**

If any Article or Section of this Agreement, or any addenda thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **ARTICLE 35 - ENTIRE MEMORANDUM OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of these provisions. Any previous supplemental amendments or agreements (written or oral) that are not incorporated into this Agreement are hereby revoked and rescinded. Any amendments, agreement supplemental, or waivers hereto shall not be binding upon either party unless: 1) approved by the Association representative, and the Clark County Personnel Committee; 2) executed in writing by the parties hereto; and 3) provided to the Office of Personnel and the Association for retention. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

#### **ARTICLE 36 – DURATION**

Section 1: This Agreement shall become effective January 1, 2021, and shall remain in full force and effect until and including December 31, 2022. Therefore, the parties below agree to said contract and agree to be mutually bound by the provisions above noted.

Addendum “A” is attached and becomes a part and parcel of said Agreement and the parties below noted approve said agreement with Addendum “A” attached and agree to be mutually bound by the above noted provisions and the Addendum “A” attached.

Section 2: The party requesting negotiations shall notify the other party in writing of its request by July 1st of the contract year. Within two (2) weeks of the receipt of such notice from one party to the other, an initial meeting date shall be mutually agreed upon. Meetings shall be regularly scheduled by mutual agreement until an agreement is reached by the parties. All notices shall be sent to the Committee Chairman and the Association.

Section 3: In the event agreement is not reached on a successor agreement, prior to the expiration date of this

1 contract, this Agreement shall continue in full force and effect until a new agreement is signed.

2

3 Signed this 4-21 day of 2021.

4

5

6

CLARK COUNTY

By: Wayne Hendrickson

ASSOCIATION

By: [Signature]

By: \_\_\_\_\_

By: [Signature]

Revision History		
Adoption/Revision Date	Overview of Adoption/Revision	Adoption/Revision Reference
April 12, 2021	Correct any reference of "Department" to "Office" throughout the contract.	Personnel Committee meeting minutes from April 12, 2021

**ADDENDUM "A"**  
**Local 662 Contract - Sheriff's Office Personnel**  
**2021 - 2022 Contract**

		Start	w/ ND	1 Year	w/ ND	2 Year	w/ND	3 Year	w/ ND
2020	Jul	\$ 22.64	\$ 23.14	\$ 23.49	\$ 23.99	\$ 24.94	\$ 25.44	\$ 28.03	\$ 28.53
2021	Jan	\$23.66	\$24.16	\$24.55	\$25.05	\$26.06	\$26.56	\$29.29	\$29.79
2022	Jan	\$24.72	\$25.22	\$25.65	\$26.15	\$27.23	\$27.73	\$30.61	\$31.11

**2021 - 2022 Contract**  
**Investigators, Sergeant and Detective Base Pay Scale with Night Differential Included**

		Base	w/ ND
2020	Jul	\$ 30.06	\$ 30.56
2021	Jan	\$31.41	\$31.91
2022	Jan	\$32.82	\$33.32

Except as set forth below, no prior credit will be given to employees joining the Clark County Sheriff's Office. However, credit for service in another classification within the Clark County Sheriff's Office will be recognized.

New hires will be given credit for prior similar full time service with another office for pay purposes only. Starting pay may be adjusted for new hires with prior service to a maximum of the two-year level. In order to qualify for this credit, the person must be a direct transfer from active duty with another Wisconsin law enforcement agency. The amount of service shall be rounded down to the nearest experience step on the wage schedule for the position.

Except for retirees, there shall be no retroactive wage payments to persons who are no longer employed by the County as of the date of ratification of the Agreement by the parties.

Lateral movement on the salary schedule will take place on the individual employee's anniversary date.

Employees assigned to the following disciplines shall be paid an additional \$300 per discipline annually per calendar year for any individual. Employees who terminate employment prior to December 1<sup>st</sup> of each year are not eligible to receive discipline pay. Employees who transfer to another position within the County shall be paid their earned discipline pay.

ERT (Emergency Response Team)  
FTO (Field Training Officer)  
Accident Reconstruction Specialist  
Tactical Communicator (no training pay)  
Unified Tactic Instructors: (Defensive and Arrest Tactics, Firearms, Emergency Vehicle Operators Course, Professional Communication Skills, Principles of Subject Control)  
K-9 Officer  
DRE (Drug Recognition Expert)  
Computer Forensics  
Humane Officer  
Tactical Negotiator  
Property Room Custodian

Payment shall be made on the last payroll in December for that calendar year, i.e. the payment made in December, 1998, shall be payment for calendar year 1998. The payment shall be pro-rated based on the months of assignment in that capacity in that calendar year. ERT and CERT members attending all of the voluntary monthly office ERT and CERT training will receive a total of \$600.00 to be paid in the last pay period of December for that calendar year. Members who do not attend all of the training will be paid a percentage of the total based on the percentage of the training attended.

Employees assigned to Snowmobile, Park, Boat or ATV Patrol shall be paid their regular rate of pay for such work. The County reserves the right, however, to assign such work to reserve officers.



It is further agreed that should the County mileage rate increase during the term of the Agreement, the increased mileage rate shall also be applied to employee in the bargaining unit on the effective date of such an increase.

Longevity: In recognition of an employee's service to Clark County, full-time employees shall receive longevity payments in addition to their regular salary based on the following schedule:

After 3 years- \$125/year After 6 years-  
\$175/year After 10 years \$225/year After  
15 years- \$275/year After 20 years-  
\$325/year

Employees completing their length of service according to the above schedule by November 30 of each year shall receive their longevity payment on the first pay period in December each year.

Shift Differential: Employees who are regularly schedule to work night shifts, 4:00 p.m. to 4:00am, shall be paid a \$0.50 per hour shift differential for hours worked.: All other employees shall be paid the shift differential pay of \$0.50 for hours worked between 5:00pm and 5:00am.

FTO- Officers assigned to serve, as Field Training Officers (FTO) shall receive \$1.00 per hour in addition to their normal rate of compensation and discipline pay, while engaged in field training activities.

**ADDENDUM "B"**  
**LOCAL 662 UNION**  
**LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

**GRIEVANCE FORM**

**Grievance No:**

**Date of Grievance:**

**ASSOCIATION Local:**

**Name of Grievant:**

**Contract Sections Violated (including, but not limited to):**

**Describe the Grievance:**

**Remedy for Grievance:**

**Grievant:** \_\_\_\_\_

**ASSOCIATION Representative:**

## **CLARK COUNTY SHERIFF'S OFFICE DRUG AND ALCOHOL TESTING POLICY AND PROCEDURE**

### **I. PURPOSE**

The purpose of this policy is to provide all bargaining unit sworn personnel with notice of the provisions of the office's drug and alcohol testing program.

### **II. PREAMBLE**

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug and/or alcohol testing. The public has a right to expect that those who are sworn to protect them are, at all times, both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug and alcohol abuse will seriously impair an employee's physical and mental health and, thus, job performances.

It is the policy of the Clark County Sheriff's Office that the critical mission of law enforcement justifies maintenance of an alcohol and drug-free work environment through the use of a reasonable employee drug and alcohol testing program.

Teamsters Local 662 (ASSOCIATION) and Clark County recognize drug dependency as an illness and a serious health problem.

It is further the policy of the Association and Clark County to offer referral to employees to appropriate services and rehabilitation programs for counseling and treatment when concerns arise concerning drug and alcohol abuse which may affect an employee's work performance. All such referrals and any reports provided to Clark County by the referred employee or by medical or counseling personnel shall be maintained in the strictest confidence by Clark County.

Upon the adoption of this policy, all employees represented by the ASSOCIATION will be advised by Clark County in writing of the Drug Abuse Policy and Program. The information to be provided shall include at a minimum, information on the effects of drugs and alcohol on individuals and their families, and, finally, Clark County's drug and alcohol testing program.

It is the responsibility of each employee to seek assistance when necessary before the employee's drug problems lead to disciplinary action. An employee's decision to seek voluntary help is not to be used as a basis for any disciplinary action against the employee and will not be noted in any personnel record or personnel actions. The confidentiality of individuals is to be protected within the limits of the law.

Therefore, in order to ensure the integrity of the office and the safety of its officers, to preserve public trust and confidence in a fit and alcohol and drug-free law enforcement profession, the Clark County Sheriff's Office shall implement a drug and alcohol testing program to detect prohibited drug and alcohol use by employees. In appropriate circumstances, rehabilitation and counseling will be applied.

The ASSOCIATION and Clark County also recognize that educational programs are an integral component of an effective drug prevention program. The education of employees with respect to the dangers of drug and alcohol abuse should serve to decrease the incidence of drug abuse. Drug and alcohol awareness education to be provided by Clark County shall include regular drug and alcohol awareness in-services for all the employees of the County subject to this policy.

### **III. DEFINITIONS**

- A. Employee(s). Those bargaining unit employees who have been formally vested with law enforcement powers and authority, other than probationary employees.
- B. Supervisor. Any employee identified as a supervisor by Wis. Stats. § 111.70 (1)(o).
- C. Drug Test. The compulsory production and submission of urine by an employee, in accordance with this policy, for chemical analysis to detect prohibited drug usage. Employees shall not be required to produce a

blood specimen to test for controlled substances.

- D. Alcohol Test. An approved preliminary breath testing (PBT) device. If an employee tests positive for the presence of alcohol, then a confirmation test will be conducted. Blood alcohol testing is authorized only under circumstances described below.
- E. Reasonable Suspicion. A belief that an employee is using or has used drugs and/or alcohol in violation of this policy, drawn from specific, objective and articulable facts and reasonable inferences drawn from those facts in light of the observer's experience, and based upon, inter alia, the following:
1. Observance phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of an employee appearing to be under the influence of a drug or alcohol;
  2. Abnormal conduct or erratic behavior while at work, excessive absenteeism, excessive tardiness, or significant deterioration in work performance;
  3. A report of drug use provided by reliable and credible sources, which has been independently corroborated;
  4. Evidence that an individual has tampered with a drug test during his/her employ with the current employer;
  5. Evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs while working or while on Clark County's premises or while operating Clark County's vehicle(s), machinery, or equipment.
- F. Probationary Employee. For the purposes of this policy only, a probationary employee shall be considered to be any employee who is conditionally employed with the office as a law enforcement officer.
- G. Aliquot. A portion of a urine specimen used for testing.
- H. Being Subject to the Effects of Illegal Drugs or Alcohol. Having the presence of alcohol, an illegal drug, or drug metabolite in an individual's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified for the confirmation test. This result shall be referred to as a "positive test."
- I. Collection Site. A place designated by Clark County where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs, and breath, or blood for the presence of alcohol.
- J. Confirmatory Test. A second analytical procedure to identify the presence of alcohol or a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to insure reliability and accuracy. (At the time of the adoption of this policy, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phenylethylamine.)
- K. Initial Test (also known as Screening Test). Immunoassay screen to eliminate "negative" specimens from further consideration.
- L. Neutral Selection Basis. A mechanism for selecting employees for a drug test that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism, except as otherwise provided herein.
- M. Chain of Custody. Procedures to account for the integrity of each specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an employer chain of custody form be used from time of collection to receipt by the laboratory and that appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, require an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- N. Medical Review Officer (MRO). A licensed physician responsible for receiving laboratory results generated by an agency's drug testing program who has knowledge of substance abuse disorders and has appropriate



medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

#### **IV. PROCEDURES**

##### **A. Prohibited Activity**

The following rules shall apply to all employees, while on and off duty: 1.

1. No employee shall illegally possess any controlled substance.
2. No employee shall intentionally ingest any controlled substance unless as prescribed by a licensed medical practitioner or except as in IV.A.3. below.
  - a. If an employee is required to use prescription medicine that he or she has been informed expressly has the potential to impair job performance, he or she shall notify his or her immediate supervisor. The employee shall advise his or her supervisor of the known side effects of such medication as well as the prescribed period of use.
  - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file, separate from all personnel records pursuant to Wis. Stats. §103.13.
  - c. At the employee's option, the employee and/or his/her physician may provide the above information to the designated MRO who will inform Clark County of only those potential effects which the MRO deems are relevant to the employee's job duties. Any information which is not relevant to employment or related litigation shall be kept in confidence by the MRO from Clark County.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall report the incident to his/her supervisor immediately so that appropriate medical steps may be taken to ensure the employee's health and safety. Unintentional or forced ingestion of a controlled substance shall not, in and of itself, form the basis for discipline of the employee.
4. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of any controlled substance, shall immediately report the facts and circumstances to his or her supervisor or to a law enforcement officer in the jurisdiction where the illegal conduct has occurred.
5. No employee shall intentionally ingest any prescribed medication in amounts beyond the recommended dosage. Clark County recognizes that some prescription medications may cause impairment in judgment, coordination, and physical ability. Reasonable accommodations will be made for employees who must temporarily use prescribed medications having such adverse effects.
6. Employees, in carrying out their duties, must not consume nor be under the influence of alcohol (defined as .02% or greater) and/or controlled substances throughout scheduled work hours except as otherwise provided herein.
7. Discipline of employees for violation of this policy shall be in accordance with the collective bargaining agreement, office policy, rules, regulations, and state law.

##### **B. Employee Drug Testing**

Employees will be required to take drug tests as a condition for continued employment in order to ascertain prohibited drug use as provided below:

**1. RANDOM DRUG TESTING:** Employees shall be subject to drug tests based upon a neutral selection basis. The ASSOCIATION and Clark County shall develop and agree upon a reasonable mechanism for selecting employees for drug tests that results in an equal probability that any employee from a group of individuals subject to the selection mechanism will be selected and that does not give Clark County discretion to waive the selection of any employee selected under the mechanism.

ASSOCIATION shall have the right to be present when employees are selected for random testing. The frequency of the neutral testing, and the sampling rate, shall be as prescribed by agreement of ASSOCIATION and Clark County but such testing will, on a random basis, test approximately one-hundred percent (100%) annually of the total number of employees covered by the policy and shall be completed at reasonably regular intervals.

2. **REASONABLE SUSPICION TESTING:** When a supervisor has reasonable suspicion to believe that an employee is using, consuming, or under the influence of a non-prescribed, controlled substance, and/or non-prescribed narcotic drug while on duty, the supervisor will document in writing the specific objective facts constituting reasonable suspicion of drug use. The employee will be offered an opportunity to give an explanation of his or her condition. A ASSOCIATION representative shall be present during such explanation unless the employee waives such representation after having been informed by Clark County of his/her right to representation. After the employee has had a chance to explain his or her condition, which led supervisors to conclude that drug/alcohol testing might be appropriate, and if the supervisor still believes the employee to be under the influence of a controlled substance, then, by a written order, the supervisor/employee may order drug testing in accordance with the procedures set forth below.

All supervisory employees shall be provided with training in detecting possible symptoms of drug and alcohol abuse prior to the implementation of this policy.

3. Any employee who, in the carrying out of his or her official duties, unintentionally or intentionally ingests, either directly or indirectly, any controlled substance or alcohol, is required to document, as soon as possible thereafter, such contact. Documentation shall occur in writing explaining all circumstances, and the employee's supervisor shall be notified as soon as possible. Appropriate medical steps should be taken to safeguard the employee's health and safety. Drug tests will be administered and no disciplinary action will be taken if the tests are positive and the employee was in physical danger if he or she did not ingest alcohol or the drug or narcotic substance or such ingestion was accidental.

4. Nothing in this policy shall be construed as granting permission for employees serving in any drug enforcement activities to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance except that the employee was in physical danger if he or she did not ingest the drug or narcotic, or the employee unintentionally ingested the drug or narcotic.

5. Employees who seek voluntary assistance for substance abuse shall not be disciplined for seeking such assistance or for any underlying substance abuse problems, except to the extent any such problems may have affected the employee's work performance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the employee's consent. Any discipline arising from admitted substance abuse problems shall be imposed consistent with the provisions of this policy.

6. For special duty assignments that allow the consumption of alcohol, the above alcohol amounts of .02% shall not apply.

## C. Drug Testing Procedures

### **I. Specimen Collection Procedures**

- a. Designation of Collection site. Clark County shall have one collection site during regular business hours and one collection site after hours which has all the necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- b. Collection Site Personnel. Collection site persons, supervisors, and authorized personnel shall be such collection site employees so designated by the collecting site to assist in the collection and testing of specimens as necessary under the drug testing methodology.
- c. Security. Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- d. Chain of custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.

Every effort shall be made to minimize the number of persons handling specimens.

- e. Access to Authorized Personnel only. No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.
- f. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided. In the event observation of urine collection is required, the minimum privacy safeguards shall be observed:
  - (1) The observer shall be the same sex as the test subject;
  - (2) Wherever possible, such observer shall be selected by the test subject;
  - (3) Such observation shall be as discreet as possible.
- g. Integrity and identity of Specimen. Clark County and collection site shall take the following precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine collection container can confidentially identify the individual from whom the specimen was collected:
  - (1) Clark County and collection site shall take precautions to ensure that a specimen not be adulterated or diluted during the collection procedure and that information on the specimen can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified.
    - (a) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so that the reservoir of water in the toilet bowl always remains blue.
    - (b) The collection site person shall ask the test subject to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The test subject's valuable personal possessions will be locked up in a lock box during testing.
    - (c) The test subject shall be instructed to wash and dry his or her hands prior to urination.
    - (d) After washing hands, the test subject shall remain in the presence - but not visual range - of the collections site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the urine specimen.
    - (e) The test subject may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
    - (f) The collection site person shall note any unusual behavior or appearance of the individual being tested.
  - (2) Upon receiving the specimen from the test subject, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 60 milliliters. The test subject may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the test subject fails for any reason to provide 60 milliliters of urine, the provisions of paragraph D.1.k shall apply.
  - (3) After the urine specimen has been provided and submitted to the collection site person, the test subject shall be allowed to wash his or her hands.
  - (4) Immediately after the urine specimen has been collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted.
  - (5) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
  - (6) Wherever there is reason to believe that a particular test subject may have altered or substituted the urine specimen to be provided, a second urine specimen shall be obtained as soon as possible under the conditions for privacy described above.

- (7) Both the test subject and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second container, the collection site person shall request the test subject to observe the transfer of the urine specimen and the placement of the tamper proof seal over the bottle cap and down the sides of the bottle.
- (8) The collection site person and the test subject shall be present at the same time during procedures outlined in Paragraphs (g) (8) through (g) (11) of this section.
- (9) The collection site person and the test subject shall place securely on the urine specimen container an identification label which contains the date, the test subject's urine specimen number, and any other identifying information provided or required by the agency.
- (10) The test subject shall initial the identification label on the urine specimen container for the purpose of certifying that it is the urine specimen collected from him or her.
- (11) The collection site person shall complete the chain of custody form.
- (12) The urine specimen and chain of custody form are now ready for shipment. If the urine specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
- (13) While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his or her work station momentarily, the urine specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site immediately under direct supervision of a same gender collection site person.
- h. Identification. Personnel authorized to administer drug tests shall require positive identification from each participant to be tested before they enter the testing area. This shall consist of a Driver's License picture or other government issued photograph identification.
- i. Collection Control. To the maximum extent possible collection site personnel shall keep the test subject's urine specimen container within sight both before and after the individual has urinated. After the urine specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each urine specimen from the point of collection to final disposition of the urine specimen. The date and purpose shall be documented on an approved chain of custody form each time a urine specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling urine specimens.
- j. Transportation to Laboratory. Collection site personnel shall arrange to ship the collected urine specimen(s) to the drug testing laboratory. The urine specimen(s) shall be placed in containers designed to minimize the possibility of damage during shipment, for example, urine specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site supervisor shall sign and enter the date the specimen(s) were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.
- k. Inability or Unwillingness to provide Urine Specimen. Where the test subject appears unable or unwilling to give a urine specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The test subject shall be permitted a reasonable amount of time to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water may be given to the test subject to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test, but shall not, in and of itself, provide the basis for discipline of the test subject.
- l. Split Specimen. Test subjects shall have their urine specimen split and made available to the participant for retesting in case of a positive test result. The urine specimen must be provided at the same time identified, marked and placed in identical urine specimen containers by authorized testing personnel. One urine specimen shall be submitted for immediate drug testing at the approved testing



laboratory. If the specimen tests positive, the other urine specimen shall remain at the facility in frozen storage for one year. This urine specimen shall be made available to the test subject or his or her representative attorney, should the original sample result in a legal dispute or if the chain of custody is broken.

## 2. Laboratory Analysis Procedure

- a. Laboratory. Clark County shall use a laboratory that conforms with the Substance Abuse and Mental Health Services Administration (SAMHSA) Guidelines.
- b. Security. Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle urine specimens or gain access to the laboratory processes or to areas where testing records are stored. Access to these stored areas shall be limited to authorized individuals whose authorization is documented.
- c. Chain of Custody. Laboratories shall use chain of custody procedures to maintain control and accountability of urine specimens from receipt through completion of testing, reporting of results, during storage and continuing until final disposition of urine specimens. The date and purpose shall be documented on an appropriate chain of custody form each time a urine specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are needed.
- d. Inspection. When a shipment of urine specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on urine specimen bottles within each package to the information on the accompanying chain of custody forms. Any direct evidence of tampering or discrepancies in the information on urine specimen bottles and the agency's chain of custody forms attached to the shipment shall be immediately reported to Clark County and shall be noted on the laboratory's chain of custody form which shall accompany the urine specimens while they are in the laboratory's possession.
- e. Retention. Urine specimen containers will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.
- f. Two-Step Procedure. The testing or processing phase shall consist of a two-step procedure to include an initial screening test (immunoassay drug screening test) and a confirmatory test (gas chromatography/mass spectrometry GC/MS testing).
- g. Initial Test. The initial test of urine specimen(s) shall use an immunoassay which meets requirements of the Food and Drug Administration for commercial distribution which are in effect on the day the aliquot is obtained. The initial cutoff levels shall be pursuant to SAMHSA guidelines when screening urine specimens to determine whether they are negative for these five drugs or classes of drugs.

The types of drugs tested and the levels considered to be a positive result may be modified pursuant to SAMHSA guidelines, and any such modifications shall be incorporated herein.

Initial Test Level (% by weight)

Alcohol .02

- h. Confirmatory Test. All urine specimens identified as positive on the initial test shall be confirmed using gas chromatography mass spectrometry (GC/MS) techniques at the cutoff values listed in this paragraph for each drug. Concentrations of a drug at or above the levels pursuant to SAMHSA guidelines shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive in the initial test.

The types of drugs tested and the levels considered to be a positive result may be modified pursuant to SAMHSA guidelines.

i. Reporting Results.

1. The laboratory shall report all positive test results to Clark County's MRO. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control) it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative and the cutoff for each, the urine specimen number assigned by the agency, and the drug testing laboratory urine specimen identification number.

2. The laboratory shall report as negative all urine specimens which are negative on the initial test or negative on the confirmatory test. Negative test reports will be sent directly to Clark County. Only urine specimens confirmed positive shall be reported positive for a specific drug. Positive test results will be sent directly to the MRO.

3. The MRO shall report the test results to Clark County.

j. Subcontracting. Drug testing laboratories shall not subcontract any testing under this policy and shall perform all work with their own personnel and equipment. The laboratory must be capable of performing testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine and amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in these guidelines.

k. Laboratory Facilities.

1. Facilities in Wisconsin that are currently federally certified by the SAMSHA and that are in compliance with the applicable provisions of the Wisconsin licensure requirements are as follows:

A List of Certified Facilities is attached as Appendix A, hereto.

2. The list of facilities set forth above shall be modified as necessary to include newly certified laboratories and exclude those which are no longer certified.

3. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memorandum will be placed in the employee's personnel records only at the employee's written request.

**D. Drug Test Results**

i. Confidentiality.

a. All information, interviews, reports, statements, memoranda, test results, written or otherwise received by Clark County through its drug testing program are confidential communications. A physician-patient relationship is created between the employee and the MRO, except when the employee shall furnish to Clark County at the time of testing a medical authorization in the form attached hereto authorizing the MRO to release to Clark County the results of the test which are either: 1) negative, or 2) that the employee has a metabolite level in excess of those specified in paragraph TV.D.2. hereof.

b. Any information obtained by Clark County pursuant to this policy shall be the property of Clark County.

c. Clark County shall not release to any person other than the employee information related to drug test results unless:

i. The employee has expressly, in writing, granted permission for Clark County to release such information; or

ii. It is necessary to introduce a positive confirmed test result into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding, where the information must be disclosed to a federal or state agency or other unit of the state or United States Government as required under law, regulation, or order, or in

accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee.

- iii. There is risk to public health or safety that can be minimized or prevented by the release of such information. Unless such a risk is immediate, a court order permitting the release shall be obtained prior to the release of the information.
2. Drug test results and records shall be retained in a secured file controlled by Clark County for a period of no more than seven years.
3. Clark County shall not retain records of false positive test results in any employee's employment records.

## **V. SECOND SAMPLE TESTING**

If the employee desires to have his/her urine specimen retested because of a positive test result, he/she may do so at Clark County's expense at an approved testing laboratory of the employee's choice. A written request for a second sample testing should be made to the Lab holding the sample within seven (7) calendar days of the employee receiving the positive lab results. A copy of this request shall be provided to Clark County. Results of any retesting should be submitted to Clark County in writing as soon as possible.

## **VI. ACTIONS TAKEN**

- A. If an employee tests positive for illegal drug usage after the confirmatory tests, such individual shall be subject to discipline pursuant to the Collective Bargaining Agreement, office policy, rules and regulations and state law.
- B. On any action, counseling and medical follow-up may be applied.
- C. At any time prior to a required drug and/or alcohol test that produces a positive result, an employee may inform his or her supervisor of prohibited drug and/or alcohol use and seek assistance under an employee assistance program or private rehabilitation and counseling. Any and all assistance rendered shall be closely monitored. This may include but is not limited to:
  1. Further assessment of the individual by qualified persons.
  2. Treatment of the individual by a recognized facility or person.
  3. Release of information to Clark County on the progress and treatment of the employee, upon consent of the individual.
  4. Process or after care treatment with possible random screening for a period of up to one year after initial treatment. Random screening under these conditions can occur up to twice within a calendar month. This is to ascertain compliance with said treatment and objectives of the office relevant to this issue.
  5. In those instances where the individual fails to utilize the assistance to overcome his/her problem(s) and/or fails to make reasonable progress in counseling or treatment within a reasonable period of time as determined by the staff, medical counselors and/or treatment personnel and/or performs in a substandard manner, and/or is under the influence of chemicals in the work place, the individual shall be considered a safety hazard to the office, public and co-workers. This shall result in corrective disciplinary action pursuant to the Collective Bargaining Agreement and state law unless otherwise specified herein.

## **VII. TRAINING**

Clark County shall take steps to ensure that supervisors receive appropriate training to administer this drug and alcohol testing policy.

## **VIII. DISCIPLINE FOR VIOLATION OF POLICY**

Discipline of employees for violation of this policy shall be in accordance with the Collective Bargaining Agreement, office policy, rules and regulations and state law. The refusal to take a required drug or alcohol test may constitute grounds for discipline, but shall not constitute per se violations of this policy.

#### **IX. ASSOCIATION TO BE HELD HARMLESS**

- A. This drug and alcohol testing program is initiated solely at the behest of Clark County. Clark County shall be solely liable for any obligations and costs arising out of any employees' claims based upon constitutional rights regarding the application of this program. The Association shall be held harmless by Clark County for the violation of any employee's constitutional or other legal rights.
- B. At any time, upon reasonable advance request, the Association will have the right to designate a representative to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results. The Association may inspect individual test results if the release of this information is authorized by the employee(s) involved and the employee(s) provides Clark County with a release and hold harmless and indemnification agreement to allow the release.

#### **Appendix A: Approved providers for drug testing:**

Madison  
Meriter Laboratories  
608-267-6267

Marshfield  
Marshfield Labs, Forensic Toxicology Lab  
715-389-3734  
800-331-3734

West Allis  
ACL Laboratories  
414-328-7840

Luther Midelfort  
Occupational Medicine  
733 W. Clairemont Avenue  
P.O. Box 1510  
Eau Claire, WI 54702-1510

Med Tox Laboratories, Inc.  
St Paul, MN  
(800) 832-3244